REQUEST FOR QUALIFICATIONS
City of Burlington
Integrated Water Quality Management Plan Development and Implementation

SUMMARY

The City of Burlington is requesting Statements of Qualifications (SOQs) from consultants for assistance with developing an Integrated Water Quality Management Plan (Integrated Plan) to address the growing number of Clean Water Act requirements and water resource priorities in the City of Burlington, Vermont. The City is seeking a consultant or consultant team with broad but deep technical and planning expertise in a variety of areas of wastewater and stormwater/wet weather management. While initial phases of the Integrated Plan will be focused on identifying and prioritizing wet-weather strategies and individual project opportunities, future or concurrent scopes of work could include evaluation of phosphorus removal (optimization or upgrade) at the wastewater treatment plants, and ultimately will involve the completion of a financial capability assessment, and compilation of necessary information for the submission of an Integrated Plan to the VTDEC that may inform the City's future NPDES permits. Later stages may involve assistance with final design and construction of Integrated Plan capital projects and assistance with advancement of programmatic enhancements for non-structural practice implementation and local review regulatory frameworks identified under the Integrated Plan. The procurement process for selection of the Consultant will be a Qualifications Based Selection (QBS). We are not seeking a detailed scope of work or cost proposal at this time, however both will be requested once the most qualified firm is selected. The successful Consultant will be selected based upon their demonstrated ability to provide the highest qualified team to achieve the goals of the project through their SOQ and possible interview with the selection committee.

The City has received $100,000 in grant funding for this project from the VTDEC Ecosystem Restoration Program (ERP) and will be applying for a Vermont Clean Water State Revolving Fund (CWSRF) Planning Loan for the balance of this work. ERP funding is limited to stormwater and combined sewer wet-weather management aspects of the project. Proposers must be familiar with Vermont Clean Water State Revolving Fund requirements.

PROPOSED PROJECT SCHEDULE

Friday, January 29th	RFQ released
Monday, February 15th by 4 pm	Deadline for submission of questions in writing (see below)
Wednesday, February 17th by 4 pm	Deadline for City to post responses to questions received by February 15th
Monday, February 29th by 4 pm	SOQ submission deadline
Week of March 7th	Consultant Skype Interviews, if needed
March 9th – March 31st	Cost Negotiation and development of final scope of work and engineering services agreement with most qualified firm
May 2016	Project Kickoff
December 2017	Project Completion Deadline

All questions pertaining to the RFQ should be submitted to Megan Moir, Stormwater Program Manager, by email (mmoir@burlingtonvt.gov). Questions will be answered as quickly as possible and the answers posted online up until the February 15th question deadline. Questions received by the February 15th deadline will be answered by February 17th.

INTRODUCTION

The City of Burlington is requesting statement of qualifications for consultant services to develop an Integrated Water Quality Management Plan (Integrated Plan) to address the growing number of Clean Water Act requirements and priorities in the City of Burlington, Vermont.

Background:
Burlington is a small (42,000) community with a broad array of Clean Water Act obligations and water resources issues including:

- Lake Champlain Phosphorus TMDL
- CSOs (5 CSO outfalls across 3 WWTP collection systems)
- Combined Sewer Issues
- Three Wastewater Treatment Plants (three separate NPDES permits), including Main WWTP which has a significant combined sewer stormwater input and wet-weather Vortex system
- MS-4 NPDES
- Stormwater Impaired Watershed Flow TMDLs (Englesby, Centennial, Potash Brooks)
- Bacterial TMDL (Englesby Brook)
- Aging infrastructure (sanitary, combined and stormwater mains and stormwater outfalls)

As such, the concept of Integrated Planning presented in the 2012 EPA memo "Integrated Municipal Stormwater and Wastewater Planning Approach Framework" was immediately appealing to our community. We were fortunate enough to receive a technical assistance award from the EPA to "kickstart" our integrated planning process and are nearing completion of that work (https://www.burlingtonvt.gov/DPW/Stormwater/IMSWP). Results from that work include:

- Initial public outreach and a survey to identify water resources priorities and community priorities to inform prioritization tool
- Development of a schematic representing the universe of possible solutions/strategies for meeting our water quality priorities (available online)
- Development of an excel based prioritization tool for integrated plan strategies, and in the future, projects (example of initial ranking efforts available online)
- Development of a series of water quality "solutions" summary sheets (under review and will be posted when available online)

Throughout this process it has also remained clear that our community wants to ensure that these water quality investments are cost-effective in terms of water quality and provide the most holistic value to the community. That is, we want to find the intersection of maximizing water quality benefits like phosphorus removal with community benefits such as improved neighborhood aesthetics and walkability. We want to prioritize implementation of our most cost-effective and value added projects early. In order to access the potential flexibilities provided within the EPAs Integrated Planning framework in future permitting, we must produce a "credible and verifiable plan" demonstrating how this will meet our Clean Water Act obligations – Burlington's Integrated Water Quality Management Plan.
Additional Supporting/Related Work:

- Update of GIS mapping for our sanitary, combined and storm sewers, including delineation of subwatersheds and sewersheds
    - https://www.burlingtonvt.gov/DPW/Mapping-Links)

- Update of our Main WWTP H/H model. Due to some calibration difficulties for portions of the City, it is likely that some sewershed areas may need to receive additional monitoring and calibration efforts
- Ongoing efforts towards the development of a formal asset management plan and acquisition of a Computerized Maintenance Management System (CMMS)
    - https://www.burlingtonvt.gov/AssetManagement
- Centennial Brook Flow Restoration Plan Draft (includes BMP locations)
    - https://www.burlingtonvt.gov/DPW/Centennial-Brook-Flow-Restoration-Plan
- Englesby Brook Flow Restoration Plan (underway, early summer 2016 completion)
- College Street Green Stormwater Infrastructure Plan
    - https://www.burlingtonvt.gov/DPW/2013-College-Street-StormwaterShed-Retrofits-Green-Infrastructure-Plan
- 20 Year Wastewater Engineering Evaluation, 10 Year Capital Plan and Bond Report for Main, North and East WWTPs (underway, projected spring 2016 completion)
- On-going phosphorus optimization efforts (flow-paced two point chemical addition at Main and North Plant)

Since this project will have a variety of funding sources, proposers must be prepared to develop separate scopes of work for different funding sources and invoice separately for different scopes of work. See "Additional Information" and Appendix A.

Project Goals:
Given our WWTP phosphorus optimization success to date and some early prioritization work that factors in community benefits, we believe that the bulk of our Integrated Plan will be focused on combined sewer wet weather management and separate stormwater management (see "strategies schematic" on Integrated Planning project page). Accordingly, the initial short term phase of this project[1] will be focused on evaluating stormwater and wet-weather opportunities City-wide (see anticipated Phase 1.1 tasks in Appendix A). As part of this initial effort the City and consultant will also select 35 high ranking projects for advancement to CWSRF Step II final engineering and beyond. The goal is to continue with that suite of projects as our "first tier" implementation effort in the first years of Integrated Plan Implementation. The mid-term effort involves finalizing analyses in support of the development of the Integrated Plan itself, which we hope could then possibly be the basis of an Integrated Permit if applicable. Longer term efforts[2] may involve advancing final design and construction of the high ranking projects and assisting the City with other programmatic or operational enhancements as deemed important by the Integrated Plan.

While the City will reserve the right to issue additional RFQs and RFPs for future work, our hope is that we will form a long term relationship with the selected consultant who will help us not only complete the initial analyses and write the Integrated Plan, but who will help us to implement the various elements of the Integrated Plan into the future.

[1] Partially funded by a VTDEC Ecosystem Restoration Program (ERP) Grant – see Appendix B - with the remainder funded by a Step I Clean Water State Revolving Fund (CWSRF) loan.
[2] Some high ranking projects may advance more quickly and possibly concurrently with earlier phases of the project depending on funding.

Consultant Skills Desired
Qualified consultants or consultant teams will have demonstrated expertise in the following:

- Development of Integrated Municipal Stormwater and Wastewater Plans (Integrated Water Quality Plans) or similar in accordance with the elements listed in the EPA 2012 memo, including Financial Capability Assessments (FCAs) in accordance with recent EPA 2014 documentation on expansions to the original 1997 FCA guidance
- PCSWMM Modeling and Calibration (including Flow Monitoring)
- SWAT or other Water Quality Modeling
- Vermont Clean Water State Revolving Fund (CWSRF) project requirements, including the jointly accepted Preliminary Engineering Reporting (PER) format requirements
- Planning, design and construction/implementation related to Phosphorus TMDLs, CSOs, Combined Sewer Issues, Bacterial TMDLs, Chloride TMDLs and general stormwater runoff water quality issues
    - Urban retrofit planning and design for stormwater and combined sewer wet-weather management, with a focus on green infrastructure but also including small and large grey infrastructure storage facilities
    - Accounting and tracking of TMDL implementation
    - Stormwater/wet-weather regulatory programmatic enhancement and innovation
    - Non-structural practice implementation (catch basin and pipe cleaning, downspout disconnection, pet waste programs, pollutant source reduction)
    - Development of incentive programs for private property retrofits
    - I/I studies
    - Wastewater Treatment Facility Design and Operations: Phosphorus Removal (Optimization and/or upgrades)
- WW and SW Collection System design, including stormwater outfalls
- Resident/Construction Engineering Services for wastewater, wet-weather, stormwater capital improvements, including green stormwater infrastructure
- WW build-out capacity analyses
- Public outreach/participation
- User rate studies
- Water Quality Trading frameworks

Consultant firms may wish to partner with other consulting firms to provide the breadth of technical knowledge and experience that this request for qualifications seeks to capture. Consultants are strongly encouraged to include firms with a local Vermont presence as part of their team both to provide local knowledge and minimize travel costs. A list of the Water Resources Group current "on-call" firms and their areas of expertise can be found at: https://www.burlingtonvt.gov/DPW/WRTAP

Scope of Work:
A list of project tasks is provided in Appendix A to assist in consultants understanding of the project. Proposers must not submit a scope of work at this point. The final scope(s) of work for the initial contract will be negotiated with the top ranked consultant team. Additional items from Appendix A may be added through contract amendment as work proceeds.

SUBMISSION REQUIREMENTS

Content

Please furnish four (4) hardcopies (double sided is preferred but not required) and one (1) digital PDF (CD or Thumb Drive) copy of the Statement of Qualifications with pages numbered consecutively. Do NOT bind or include acetate covers as part of your proposal please. There is no page limit, but please be as concise as possible.

Statement of Qualifications (SOQ)

The SOQ should be a narrative proposal that best represents your firm's (or team of firms) qualifications to provide near and long-term assistance with the City's Integrated Water Quality Plan. SOQ's must include:

- Statement of understanding of the project (both near term and long term project components)
- A general description of the firms/consultant teams ability to address the "Consultant Skills Desired"
- A list of individuals (including sub-consultants) that will be committed to this project along with their:
  - ✓ title and professional qualifications
  - ✓ expected duties
  - ✓ technical capacity to complete their duties
  - ✓ experience with projects involving the specific expertise listed above in "Consultant Skills Desired" *Note: The proposals will be evaluated and awarded based on the personnel projected in the SOQ. Should the awarded consultant propose any substitutions to the project personnel, they must submit a letter to the City of Burlington request approval of such changes prior to utilization.*
- Examples of the firm's (or team of firms) experience on relevant projects (note the specific proposed team members who worked on these projects)
- Examples of the firm's ability to project meet schedules and project budgets, including projects of this scope, complexity and duration
- Contact information for references from relevant projects
- Any other information that you consider important

Scope of Work and Cost Proposal (Fee)

DO NOT SUBMIT A SCOPE OF WORK OR COST PROPOSAL AT THIS TIME.

- A detailed scope of work will be requested after the most qualified firm is selected.
- A detailed cost proposal (fee) will be requested after the most qualified firm is selected.

All Statements of Qualification will become the property of the City of Burlington upon submission. The expense of preparing, submitting, and presenting a proposal is the sole responsibility of the consultant. The City of Burlington retains the right to reject any and all SOQs received as a result of this solicitation, to waive any formality and any technicality, to negotiate with any qualified source, or to cancel in part or in its entirety this RFQ as in the best interest of the project. This solicitation in no way obligates the City of Burlington to award a contract. No negotiation will take place until the selection of the most qualified firm has been completed.

Submission Schedule
Statements of Qualifications (SOQ) are to be submitted to:

Megan J. Moir
Stormwater Program Manager
Department of Public Works
234 Penny Lane
Burlington, VT 05401

SOQ's must be received at the City address above no later than 4:00 p.m. on Monday, February 29th, 2016. SOQ's received after the deadline will not be accepted. Questions will be accepted up to 4 pm on Monday, February 15th. Questions will be answered as quickly as possible and the answers posted online at the RFP site (https://www.burlingtonvt.gov/RFP). Questions received by the February 15th deadline will be answered by February 17th and made available online.

Selection Process
The Selection Committee will include three members of the Burlington DPW-Water Resources team. They will review and evaluate each statement of qualifications, based on the criteria below. Firms will then be ranked accordingly. The Selection Committee may interview the top ranked firms if it is deemed necessary in order to choose the highest qualified firm. Upon selection of the most qualified firm, a scope of work and cost proposal will be requested and negotiations will begin with the top-ranked firm. If a scope of work and fee cannot be agreed upon within a reasonable time, negotiations with the top-ranked firm will be concluded and negotiations with the second-ranked firm will be initiated. If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated.

Criteria for Selection
The following criteria, as a minimum, will be used to evaluate qualifications:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of the Project	5	5	25
Experience of Proposed Staff with Similar Projects	5	5	25
Availability and Depth of Technical Qualifications of Proposed Staff	4	5	20
Knowledge of the Project Area/Similar Project Area	3	5	15
Evidence of Ability to Meet Schedules & Budgets	2	5	10
Clarity/Quality of Proposal	1	5	5
TOTAL			100

Additional Information:

The City of Burlington reserves the right to accept or reject any or all Statements of Qualifications,

with or without cause. All decisions related to this solicitation by the City will be final.

All proposals become property of the City upon submission. The cost of preparing, submitting, and presenting a proposal lies solely with the proposer.

Due to the varied funding sources for this project, the consultant must be prepared to prepare separate scopes of work and invoice accordingly based on funding source eligibility. The ERP funding may only be spent on stormwater and combined sewer wet-weather management aspects of the project (which is also eligible for SRF loans). The remainder of the project is eligible for funding from SRF.

In the case that the initial contract between the City and the consultant only addresses a portion of the work outlined in Appendix A, the City reserves the right to request proposals for additional phases related from the same consultant for some or all of the future phases of the Integrated Water Quality Plan Development OR to issue new RFQs/RFPs for future phases of the Integrated Water Quality Plan development and award that future phase work to a different consultant/consultant team as benefits the City.

All proposers should familiarize themselves with and be ready to execute an Vermont Department of Conservation Facilities Engineering Division Engineering Services Agreement substantially similar to that in Appendix C. In particular, proposers should review the Burlington specific requirements in in Attachment 7 of that Appendix. The City of Burlington reserves the right to alter or amend any or all provisions in the project contract.

Equal Opportunity:
The selection of consultants shall be made without regard to race, color, sex, sexual orientation, gender expression, age, religion, national origin or political affiliation. The City of Burlington is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

Appeal Process
If the award of the contract aggrieves any firms, they may appeal in writing to the President of the City of Burlington City Council, at City Hall, 149 Church Street, Burlington, Vermont, 05404. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the City is final.

APPENDIX A

Integrated Water Quality Planning Management Tasks

The Consultant will work closely with the City of Burlington Stormwater Program Manager and other Water Resources staff to develop a scope of work for the initial phase of the Integrated Water Quality Management Plan project. The following list is provided to ensure understanding of the immediate and long term needs of the project. For the purposes of maintaining clarity for our funding sources, scopes of work, level of effort tables and invoicing will need to be kept separate for the "wet-weather/stormwater" management task (Phase 1.1) from the scope of work for tasks that may have some relationship to the WWTPs.

The scopes of work for the initial contract will include, at a minimum, the tasks outlined in Phase 1 , but could also include all/part of Phase 2 based on further discussion between the consultant and the City. The work for Phase 1.1 must be completed by December 31, 2017 for grant funding purposes. Deadlines for Phase 1.2 and Phase 2 would likely be in early-mid 2018 at the latest, though this is subject to change based on conversations with the VT DEC and our funding strategies (CWSRF). The final scopes of work submitted by the consultant must include a schedule of interim milestones in support of meeting those final deadlines.

The Consultant must meet the CWSRF jointly accepted preliminary engineering reporting (PER) format requirements and other requirements related to Vermont CWSRF funding.

Phase 1: Integrated Stormwater/Wet Weather Master Planning

Phase 1.1: (ERP grant and SRF eligible items)

a. Based on the Lake Champlain TMDL WLAs and the proposed Vermont CSO Rule (2016) develop initial estimates of targets for runoff/impervious management in MS4 and Combined Sewer areas.
b. Develop project feasibility and initial priority screening characteristics (soil/groundwater information, street geometries, % disconnection feasibility in residential areas, combined sewer vs. MS4, CSO impact, integration with other City projects etc.)
    - Note much of the prioritization characteristic work has occurred through the EPA Technical Assistance Grant – see Draft Burlington Integrated Water Quality Plan tool on Integrated Plan web page
c. Develop a City wide runoff management opportunities map on both public and private property incorporating previous planning work such as the Centennial, Englesby and Potash Flow Restoration Plans, the College Street Green Stormwater Infrastructure Plan and on-going planning work including the "Great Streets" project in downtown.
d. Develop a prioritized list of the runoff management opportunities (using prioritization criteria developed as part of EPA funded Integrated Planning technical assistance grant, including quantified phosphorus estimates)
e. Select 35 high priority runoff management opportunities for conceptual/preliminary engineering design, including cost estimates.
f. Based on the availability of runoff management opportunities on private property, evaluate the effectiveness of a stormwater retrofit grant program to leverage private property

g. Evaluate the P-removal effectiveness and other water quality and community benefits of non-structural practices such as enhanced street-sweeping, catch basin cleaning, stormwater pipe cleaning, IDDE, pet-waste management
h. Evaluate the role of increased regulatory requirements for new and redevelopment in meeting the runoff management targets, including mechanisms for alternative compliance (payment of fee in lieu of, offsets etc).
i. Conduct kick off meetings and other coordination/review meetings with VTDEC as necessary including: 30%, 60% and 90% PER meetings for the capital project identification elements of this project as required by the VT CWSRF process, including 60% design public meeting
j. Preparation of the preliminary engineering report using the jointly approved PER format

Phase 1.2 (SRF eligible):

k. QA/QC and possible re-calibration of portion(s) of the Main Plant Collection system H/H model as necessary for use in evaluating combined sewer stormwater management strategies and WWTP flows
l. Based upon a review of optimization results to date and an estimate of the benefits of feasible combined sewer wet weather reductions on WWTP flow evaluate level of anticipated compliance with WWTP WLAs
m. Documentation of results of Phase 1.2 in jointly approved PER format

Phase 2: Integrated Water Quality Plan Development (SRF eligible)

n. Based on various evaluations of capital, non-structural and programmatic runoff management opportunities, including Phosphorus optimization results at the WWTP, and results of other capital and asset management planning efforts, develop an overall portfolio of Integrated Water Quality Strategies that addresses the City's Clean Water regulatory obligations
    - Develop capital and operational cost estimates for the Integrated Water Quality Strategies
    - Complete a Financial Capability Analysis (in accordance with EPA guidance documents) for implementation of the Integrated Water Quality Strategies
    - Develop a schedule of implementation and rate plan based on the results of the Financial Capability Analysis
o. Based on the results of the above prepare a draft and final Integrated Water Quality Plan for submission to VT DEC, the final content of which will be based on:
    - June 5, 2012 EPA Memo on "Integrated Municipal Stormwater and Wastewater Planning Approach Framework."
    - Conversations with/input from VT DEC
    - Public process
p. As appropriate and as funding allows, accelerated advancement of select high priority projects to design and construction

Additional Tasks to be activated as necessary, concurrent or subsequent to the work above (SRF or other funding source eligible):

q. Assistance with enhanced Phosphorus Optimization at the WWTPs

r. Alternatives Analysis related to pursuing capital phosphorus upgrade of WWTPs
s. Additional focused stormwater/wet-weather planning on non-ROW public parcels, including school properties
t. Final Engineering of capital improvements identified as part of the Integrated Plan
u. Construction engineering of capital improvements identified as part of the Integrated Plan
v. Assist with planning related to programs designed to implement/enhance non-structural practices
w. Consultant assistance with the development of regulatory enhancements
x. Evaluate water quality trading opportunities if necessary
y. Other tasks not outlined in Phase I or II scope but deemed related and necessary for meeting our Integrated Water Quality Management Plan goals.

Schedule of Milestones and Deliverables

To be determined in final scopes of work prepared by Consultant

VERMONT

Vermont Department of Environmental Conservation *Agency of Natural Resources*

SFA - STANDARD GRANT AGREEMENT AMENDMENT

For Non-Federally funded grants

1. Parties: This is a Grant Amendment for Grant # 2016-ERP-1-27 for services between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and the City of Burlington, (hereinafter called "Grantee"). This is the first amendment.

2. Reason for Amendment: The reason for this Grant Amendment is a no cost time extension. Due to complications surrounding coordinating work with the Facilities and Engineering Division and the Clean Water State Revolving Loan funds, extending the end date would allow for greater integration of the work and the two funding sources. The Grantee is requesting to extend the completion date to December 31, 2017.

3. Change: Original end date from April 15, 2017 to December 31, 2017.

4. Update: Performance Measures Table with updated table items below.

Measure	**Deliverable**	**Estimated Time Frame**	**Payment**
1. Project Initiation	Executed agreement; Press release	June 2016	$1,000
2. Select Consulting Engineering in compliance with City Procurement Policies	Copy of RFQ, advertisement (if applicable); list of consultant who were directly mailed (if applicable) Draft engineering services agreement (use the DEC Facilities Engineering Division simplified agreement)	December 2017	$1,000
3. 30% Preliminary Engineering Report: Stormwater Master Planning	Host 30% PER Meeting between the City, Engineering Consultant, and State Officials and send minutes Submit critical source area screening and project feasibility criteria; Submit map of project sites/types	December 2017	$28,000
4. 60% Preliminary Engineering Report Meeting	Host 60% PER Meeting between the City, Engineering Consultant, State Officials, and Members of the Public and send minutes Submit High Priority Projects List Prioritization criteria; Submit locator map of projects; Submit project ranking	December 2017	$30,000
5. 90% Preliminary Engineering Report Meeting	Host 90% PER Meeting between the City, Engineering Consultant, and State Officials and send minutes Submit Conceptual Designs conceptual designs/basis of design for 35+ new stormwater projects, Submit status report for archeological review	December 2017	$30,000
6. Project Completion	Submit Final Performance Report from Attachment E; Blog post	December 2017	$10,000
Total			**$100,000**

Note: these payments are not reflective of the complete anticipated budget for these tasks

5. All other terms and conditions of the original grant agreement remain in full force and effect.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.

STATE OF VERMONT	**GRANTEE**
By:	**By:**
_____	_____
Commissioner	**Name:** (Print) _____
Dept. of Environmental Conservation	**Title:** _____
Date: _____	**Date:** _____

VERMONT

Vermont Department of Environmental Conservation *Agency of Natural Resources*

SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and City of Burlington with principal place of business at P.O. Box 878, Burlington VT 05402, (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number**.**
2. Subject Matter: The subject matter of this Grant Agreement is the Stormwater and Phosphorus Reduction Master Planning and Priority project. Detailed scope to be provided by the Grantee are described in Attachment A.
3. Maximum Amount: In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **$100,000**. Required match is equal to at least **$100,000,** to be provided through a Step I CWSRF Planning Loan. A detailed summary of the budget for this project can be found in Attachment B. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without the written approval of the State.
4. Subcontracting: Grantee shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract form.
5. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
6. Ownership and Disposition of Equipment: Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Grantee must submit a written request to retain the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
7. Source of Funds: State funds
8. Grant Term: The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on April 15, 2017.
9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.
10. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
11. Fiscal Year: The Grantee's fiscal year starts on July 1st and ends June 30th.
12. Work product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates,

computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

13. Attachments: This Grant consists the following attachments that are incorporated herein:
    Attachment A - Scope of Work to be Performed
    Attachment B – Budget and Payment Provisions
    Attachment C - Customary State Grant Provisions
    Attachment D – Other Grant Provisions
    Attachment E – Final Performance Report Template
    Request for Approval to Subgrant/Subcontract

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.

STATE OF VERMONT	**GRANTEE**
By:	**By:**
_____	_____
Commissioner	**Name:** (Print) _____
Dept of Environmental Conservation	**Title:** _____
Date: _____	**Date:** _____

Attachment A
Scope of Work to be Performed

Part or All of the Scope May be Subcontracted with Written Prior Approval from the State

As part of the State's Ecosystem Restoration Program's annual competitive grant process, a Project Selection Committee elected to award the Grantee $100,000 to implement the Stormwater and Phosphorus Reduction Master Planning and Priority project, which will formulate a master plan for stormwater runoff reduction, treatment and storage measures required in the City, serving the dual purpose of protecting the State's water quality and supporting the Grantee's goal of creating a stormwater master plan to address Burlington's water quality needs.

Performance Measure(s) for this Grant: Stormwater master plan covering 1,900 acres and 30 identified projects.

Soon after receiving the fully authorized grant agreement, Grantee is required to issue a press release to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions and anticipated timeline. Grantee will submit a copy of the press release as well as a list of the entities to whom the press release was sent as a deliverable for Performance Measure #1 below.

The Grantee will then select a consultant using a qualifications based selection process that is consistent with the City's procurement policy. This process will require the submission of Statements of Qualification (SOQs) in response to the proposed scope of work. The firms will be ranked based on their qualifications and their ability to complete the scope of work for the project. The City will then request a project and cost proposal for the proposed scope of work from the top ranked consultant and will negotiate a final cost. The Grantee is required to submit a copy of the Final RfQ, a copy of the advertisement (if applicable), and a list of engineering consultants directly mailed (if applicable) as a deliverable for Performance Measure #2 below.

The Grantee is to request payment for development of a Preliminary Engineering Report (PER) in three stages – 30% completion, 60% completion, and 90% completion.

At project completion, the Grantee is required to submit a final Performance Report for each project (Attachment E). All tasks, deliverables, payments and estimated deadlines associated with this grant are outlined in the table below. The Grantee shall submit a Request for Approval to Subcontract Form for any subcontracts associated with this grant. The form must be approved before a subcontractor can start work.

Measure	Deliverable	Estimated Time Frame	Payment
1. Project Initiation	• Executed agreement; Press release	January 2016	$1000
2. Select Consulting Engineering in compliance with City Procurement Policies	• Copy of RFQ, advertisement (if applicable); list of consultant who were directly mailed (if applicable) • Send draft engineering services agreement (use the DEC Facilities Engineering Division simplified agreement)	February 2016	$1000
3. 30% Preliminary Engineering Report: Stormwater Master Planning	• Host 30% PER Meeting between the City, Engineering Consultant, and State Officials and send minutes • Submit critical source area screening and project feasibility criteria; Submit map of project sites/types	July 2016	$28,000
4. 60% Preliminary Engineering Report Meeting	• Host 60% PER Meeting between the City, Engineering Consultant, State Officials, and Members of the Public and send minutes • Submit High Priority Projects List Prioritization criteria; Submit locator map of projects; Submit project ranking	October 2016	$30,000
5. 90% Preliminary Engineering Report Meeting	• Host 90% PER Meeting between the City, Engineering Consultant, and State Officials and send minutes • Submit Conceptual Designs conceptual designs/basis of design for 35+ new stormwater projects, Submit status report for archeological review	February 2017	$30,000
6. Project Completion	• Submit Final Performance Report from Attachment E; • Blog post	March 2017	$10,000
Total			**$100,000**

See amendment for revised schedule/timeframes.

Appendix C

Engineer's Letterhead

Name of OWNER's Representative
OWNER's address _____
_____
_____

Re: Engineering Services Agreement for Study and Report Phase or Preliminary Design or Final Design – Project description _____
Owner's Project Number _____ Engineer's Project No. _____

This AGREEMENT is written pursuant to the _____(OWNER) request for _____(ENGINEER) to provide professional engineering services as outlined below.

SCOPE OF SERVICES

Professional engineering services are to be performed by the ENGINEER as detailed in **Attachment No. 1** of this AGREEMENT. The OWNER may, from time to time, request changes in the scope of services to be performed under this AGREEMENT. Any changes in scope, including an increase or decrease in the amount of the ENGINEER's compensation, shall be mutually agreed upon in writing by and between the OWNER and the ENGINEER and shall be incorporated into this AGREEMENT by a written Amendment signed by both parties.

BASIS OF COMPENSATION

For services performed under this AGREEMENT, the CLIENT agrees to compensate the ENGINEER as follows:

I.	Basic Services –			
	Study and Report Phase	$	_____	Lump Sum (LS)
	Preliminary Design Phase	$	_____	LS or Not to Exceed (NTE)
	Final Design	$	_____	LS
II.	Field Surveys	$	_____	NTE
III.	Subsurface Explorations	$	_____	NTE
IV.	Special Services	$	_____	NTE
V.	Additional Services	$	_____	NTE
	Total amount of items to this AGREEMENT	$	_____	

Billing for each work item shall be on a monthly basis as follows:

Lump Sum (LS) Services: Includes all engineering costs and direct expenses per **Attachment No. 2**. Shall be invoiced / billed throughout the project duration based upon percentage complete. The cost to the CLIENT will be limited to the lump sum fee indicated for each LS work item above.

Not-To-Exceed Services (NTE): A Fee based on expenses incurred in the interest of the Project, to include direct labor equal to the actual salaries of personnel, overhead expense of 1.___ times direct labor and profit of ___% of direct labor and overhead, plus reimbursable expenses per **Attachment No. 3**. The cost to the CLIENT will be at or below the NTE fee indicated for each work item above.

All invoices/bills (see **Attachment No. 5**) will accurately depict all services provided from the Agreement and any authorized Amendment date through the date of each invoice/bill. All invoices/bills to the OWNER will be formatted to comply with the current State of Vermont Department of Environmental Conservation (DEC)/Facilities Engineering Division (FED) directives.

It is understood that the ENGINEER's labor rates are adjusted annually in January, and that the fees for services provided under this AGREEMENT and any fully executed Amendment(s) shall be the current rates at the time that the work is performed. Refer to **Attachment No. 2 – Schedule of Fees, Attachment No. 3 – Reimbursable Expenses** and **Attachment No. 4 – Level of Effort**

TERMS AND CONDITIONS

Refer to **Attachment No. 6** for the **Terms and Conditions** that govern this AGREEMENT and any fully executed Amendment(s).

EXECUTED AGREEMENT

This AGREEMENT and any fully executed Amendment(s) shall be considered binding when duly authorized agents of the ENGINEER and the OWNER sign the document and one (1) executed copy is returned to the office of the ENGINEER. If this AGREEMENT or any Amendment(s) are not executed within sixty (60) days of the date signed by the ENGINEER, it may be subject to re-negotiation.

DURATION OF SERVICES

The Engineer shall commence services on the Date of Execution of this Agreement, and shall fully complete all authorized services within _____ consecutive calendar days.

OFFER OF PROFESSIONAL ENGINEERING SERVICES

The ENGINEER, as an independent agent, offers to provide the professional engineering services described in this AGREEMENT, including Attachment Nos. 1 through 6**,** for the compensation and duration specified.

Name of Engineering Firm

_____ _____

(signature) (signature)

By: By:

Title: Title:

Dated: _____

OWNER ACCEPTANCE

The OWNER acknowledges this to be a binding AGREEMENT and agrees to the conditions as stated. The ENGINEER is hereby directed to proceed with the scope of services on the Date of Execution identified below.

The OWNER acknowledges that it has the financial resources and intends to pay for services rendered in accordance with the conditions as stated herein and acknowledges that if invoices are not paid in full within sixty (60) days of date of invoice, that the ENGINEER may stop work, without consequence or liability of any kind, until the invoices are paid.

The OWNER warrants that the signature below is that of its duly authorized representative of the OWNER who possesses the full legal authority to execute this AGREEMENT on behalf of OWNER.

The OWNER acknowledges that this AGREEMENT is comprised of, and incorporates by reference, **Attachment Nos. 1 through 6**.

OWNER: _____

_____ _____

Authorized Representative Date of Execution

_____

Witness to Signature

Executed in Duplicate

ATTACHMENT NO. 1

SCOPE OF SERVICES

INTRODUCTION

The OWNER is planning to construct
_____ for the purpose of
_____

The proposed project includes the following:

No.1:
_____
_____

No.2:
_____
_____

No.3:
_____
_____

No.4:
_____
_____

No.5:
_____
_____

Per the OWNER's request, the ENGINEER proposes to provide professional engineering services to
prepare_____
_____

(Example: Feasibility Report and/or Preliminary Design or Final Design Plans, Bid and Contract Documents) for the construction of
_____
_____

This scope of services is based on the OWNER securing financing through a State of Vermont Revolving Loan Fund (CWSRF or DWSRF) and/or Grant for this project.

SCOPE OF SERVICES

The ENGINEER will perform the following scope of services.

I. Basic Services – DESCRIPTION: (Example: Final Design)

A. Preparation of Final Design Plans and Specifications

The ENGINEER will make engineering investigations as are necessary and will compile such data as required for the design and drawings for the project. Drawings (plans), technical and construction specifications shall be prepared setting forth in sufficient detail the requirements for constructing the project. Specific tasks include:

1. Final design, detailed construction drawings, specifications, and contract forms complete and ready for construction bids for the proposed water distribution system improvements specified above.

2. The _____project shall be as approximately shown in the report entitled _____ _____, Preliminary Engineering Report" dated _____and prepared by _____.

3. This design shall include the following:
   a) Utilization of existing designs, maps, soil borings and other available information to the maximum extent feasible
   b) The plan/profile shall be at a horizontal scale of 1" = 40' and a vertical scale of 1" = 4'.
      (1) Specific information to be included on the plans will be roadway and driveway limits, curb locations, house locations, street addresses, existing utilities and service lines derived from as-built plans and field locations by "Dig Safe", test boring locations, specimen trees and hedge rows, fences, approximate right-of-way locations, and street names.
      (2) The profile will include the existing grade along the centerline of the proposed improvements and the approximate elevations of the existing utilities at the points of intersection. All elevations will be referenced to NGVD 29 or NAVD 88 vertical control datum as appropriate.
      (3) Designated wetlands, archeologically sensitive and/or soil contamination areas will be surveyed as appropriate and located on the drawings.
      (4) Technical specifications for the civil and site components of the project will be prepared and provided in the CSI 16 Division format.
      (1) The technical specifications will be supplemented with the DEC required "front-end" documents to make a set of construction

contract documents suitable for public bidding purposes which may include:

(a) Advertisement for Bids
(b) Information for Bidders
(c) Bid Form
(d) Contract Form
(e) General and Supplemental General Conditions
(f) Special Conditions
(g) Technical Specifications

(5) For the "90% design review" draft, sets of blueprints of the construction drawings, the specifications, and the contract documents shall be provided by the ENGINEER as follows:

(a) Two (2) copies for the OWNER
(b) Two (2) copies for review agencies

(6) For the final design plans, contract documents and specifications (construction set) the ENGINEER will provide the following in addition to two OWNER'S copies:

(a) Two (2) copies to the Vermont Water Supply Division (if a DWSRF) or Three (3) copies to the FED (if a CWSRF or Grant)

B. ENGINEER's Opinion of Probable Construction Cost

1. An opinion of probable construction cost and total project cost, based upon completed final drawings and specifications, will be furnished to the OWNER.

C. Preparation of Construction Phase Schedule

1. A general schedule for the construction phase of the project will be furnished to the OWNER. This schedule shall identify the following for which the construction contract WORK duration (continuous calendar days) is based:

(a) Execution of the Notice to Proceed
(b) Field work commencement
(c) Field work seasonal stoppage/start-up (if applicable)
(d) Substantial and/or Final Completion of WORK

D. Design Meetings

1. The ENGINEER will meet at reasonable and customary intervals to provide a close liaison with the OWNER, the State of Vermont Department of Environmental Conservation (VTDEC) representatives, and other recognized authorities having jurisdiction in regard to the engineering phases of the project. One (1) kick-off meeting and one (1) review meeting at 60% complete are budgeted.

II. Field Surveys

The ENGINEER shall use all existing surveys wherever possible and shall make additional field surveys and conduct office work related to said surveys as necessary for preparation of the final design and contract drawings for the project. _____ days of field survey, plus _____additional days for field edits are budgeted.

III. Subsurface Explorations

A. The ENGINEER shall use all existing subsurface and soil information wherever possible and shall perform additional subsurface explorations and conduct related office work as necessary for the preparation of the final design and contract drawings for the project.

1._____days of subsurface explorations are budgeted. The ENGINEER shall prepare suitable plans and specifications so that borings and other subsurface explorations can provide information necessary for the design of the facilities to be constructed.

2. The ENGINEER will coordinate and supervise the actual performance of subsurface explorations, which may include for example solid auger ledge probes.

3. If ledge probes are used, they will be performed at designated intervals to identify any conditions (ledge, unsuitable soils, etc.) that should be noted in the final design.

IV. Special Services (Select Services Appropriate to the Project)

A. Environmental Information and Documentation

Since the OWNER plans to utilize a State of Vermont funding for this project, preparation of the State of Vermont "Environmental Informational and Documentation" form is required. The required environmental assessment document will be prepared in accordance with DEC requirements to request a Categorical Exclusion.

B. Permit Assistance -The ENGINEER shall assist the OWNER in obtaining the necessary Local, State and Federal permits to allow for the construction of the project. This assistance may include one or more of the following:

1. (Example) Archeological - Phase 1A

Assistance will be provided to the OWNER by the Vermont Rural Water Association (VTRWA) to investigate the Phase 1A archeological needs. The ENGINEER shall coordinate with the VTRWA to perform an initial Phase 1A review of historic resources for the project area. It is anticipated that this

project will receive an archeological write-off. Therefore, the ENGINEER shall assist the OWNER in obtaining an archeological write-off from the State of Vermont Division for Historic Preservation (SHPO). This scope of services does not include any additional archeological services that may be required if the Phase 1A review by VTRWA recommends further archeological review and field testing.

2. (Example) Wetlands

The ENGINEER shall assist the OWNER in obtaining a Conditional Use Determination (CUD). The ENGINEER shall coordinate the delineation of the wetlands by a subconsultant. After the wetlands at the site have been delineated, the ENGINEER shall attend one (1) site visit with representatives of the OWNER and State representative to walk/review the site.

3. (Example) State of Vermont Agency of Transportation (VTRANS)

The ENGINEER shall assist the OWNER in obtaining the VTRANS permit(s) required for WORK in the VTRANS rights-of-way. VTRANS permits will be required for soil borings conducted in the VTRANS rights-of-way, as well as for construction of the project WORK.

4. (Example) State and Private Railroad Permits/Approvals

The ENGINEER shall assist the OWNER in obtaining all necessary permits and approvals from the _____Railroad required for the performance of WORK under and/or alongside the railroad tracks.

5. (Example) ACT 250 Permit or Write-Off

The ENGINEER will assist the CLIENT in obtaining an ACT 250 permit or write-off.

6. (Example) Vermont General Permit for Stormwater Runoff from Small Construction Sites

The ENGINEER shall assist the CLIENT in obtaining coverage under the Low Risk or General Stormwater Permit. The Erosion and Sediment Control Plan will be submitted with the Notice of Intent prior to the start of construction.

7. (Example) Meetings and Public Hearings

The ENGINEER will prepare for and attend up to two (2) meetings related to permitting issues.

C. Easement Assistance

1. The ENGINEER shall assist the OWNER in obtaining the necessary easements for the project. Temporary and permanent easements will be indicated on the Contract Drawings, and an index of temporary and permanent easements will be prepared to identify the easements required. Coordination will be provided by the OWNER's staff and attorney during the preparation of the easement documents. The ENGINEER will prepare for and attend up to a total of _____meetings related to easement issues. It is understood that any property and/or boundary survey services are not being provided by the ENGINEER under this Agreement.

(Select Services Appropriate to the Project)

V. Additional Services:

In addition to the foregoing being performed, the following services shall be provided only when mutually agreed upon in writing by and between the OWNER and the ENGINEER, including any increase or decrease in the amount of ENGINEER's compensation and time duration of the Agreement. Special Services will commence when incorporated into this scope of services by written Amendment signed by both parties. Examples of Special Services available are:

a. Property and/or boundary surveys; Preparation of plans for recording

b. Redesigns ordered by the OWNER or REGULATORY AGENCIES after final design plans have been reviewed and accepted.

c. Assistance to the OWNER on matters of easement or land acquisition, litigation or arbitration in regard to the project

d. Other special services not identified herein, but which may become necessary at a later date.

END OF ATTACHMENT No. 1

ATTACHMENT NO. 2

Schedule of Fees)

Standard Hourly Rates:

Standard hourly rates include salaries and wages paid to personnel in each billing class plus the cost of customary benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The billing rates listed apply (for the duration of this agreement unless it is specifically amended or until __(date)___) for Additional Services as described in Attachment No. 1 - Scope of Services, Section 5.

Schedule: (Example)

Billing Class	Position Title	Hourly Rate
9	Principal	$_____
8	Staff Manager	$_____
7	Project Manager	$_____
6	Project Engineer	$_____
5	Senior Engineer	$_____
4	Staff Engineer	$_____
3	Junior Engineer	$_____
2	Senior Technician	$_____
1	Technician	$_____
Administrative Staff		$_____

END OF ATTACHMENT NO. 2

ATTACHMENT NO. 3

Reimbursable Expenses (Example)

The expense items listed below will be billed as follows:

Subconsultant & Vendor Expenses:

Subconsultants	@ cost or cost plus a maximum of 8%
Outside Vendors	@ cost or cost plus a maximum of 8%

Travel Related Expenses:

Auto Travel (to include gas and other service charges)*	@ $0.51/mile
* Mileage reimbursement limited to maximum federal government rate. As of January 1, 2011 the mileage rate is $0.51/mile.	
Other Travel (to include air fares, rentals, tolls, etc.)	@ cost
Meals & Lodging	@ cost

Reproduction Expenses (provided in-house):

Reproductions (provided in-house)	
8½ x 11 one sided copy	@ $0.08/each
8½ x 11 two sided copy	@ $0.12/each
24 x 36 blueline print	@ $3.50/each
36 x 48 blueline print	@ $5.00/each
Mylar or velum plots	@ $8.00/each

Administrative Expenses:

Postage	@ cost
Shipping	@ cost
Other Administrative Expenses	@ cost

END OF ATTACHMENT NO. 3

ATTACHMENT NO. 4
LEVEL OF EFFORT
Task Outline and Fee Estimate Worksheet, Anywhere Water System – Contract 1, Engineer Project No. 1000

Date: 2/1/2009 Revision No. 1
Preparer: Mr. John P. Smith, P.E. Checked by: JPS

ITEM		Description	Senior Associate	Staff Engineer 2	Staff Engineer 1	Professional IV	Tech	Support Staff	SUBTOTAL Hours	SUBTOTAL Labor Cost
STEP I & II – Preliminary & Final Design Phase Services										
	I	**NEW BOOSTER PUMP STATION – PRELIMINARY ENGINEERING**								
	A	**Preliminary design criteria**		4	6				10	$232.00
	B	**Evaluation of Alternatives**	3	10					13	$350.50
	C	**Recommended Approach**		7		6			13	#283.00
	D	**Report**	4	4					8	$234.00
	II	**NEW WATERLINE – FINAL DESIGN**								
	A	**Basic Services – Final Design**								
	A1	Finalize design criteria	1		2				3	$77.50
	A2	Site visit	6		6				12	$333.00
	A3	Prepare drawings	4		56		113		173	$3400.00
	A4	Front end documents	3		18			24	45	$880.50
	A5	Cost estimates	1.5		9				105	$248.25
	A6	Review meetings/revisions	14		30		22	8	74	$1,653.00
	A7	Project management	4						4	$134.00
	IB	**Surveys**								
	B1	Preparation/coordination			1				1	$22.00
	B2	Topographical survey (5days)	2		50		50		102	$2,067.00
	B3	Field edits (2 days)			20		10		30	$620.00
	B4	Note reduction/base map			8		24		32	$608.00
	C	**Subsurface Investigation**								
	C1	Preparation/coordination			2				2	$44.00
	C2	Premark borings			8				8	$176.00
	C3	Subsurface investigation (2days)			20				20	$440.00
	D	**Special Services**								
	D1	List and Contacts for permits/approval	1		8				9	$209.50
	D2	Land/easement assistance	1		8				9	$209.50
		SUBTOTAL (Hours)	44.5	25	252	6	4	32	578.5	$12,221.75
		HOURLY RATE (Direct Labor)	$33.50	$25.00	$22.00	$18.00	$18.00	$16.00		
		SUBTOTAL (Labor Cost)	$1,490.75	$625.00	$5,544.00	$108.00	$3,942.00	$512.00		$12,221.75

EXPENSES	
Travel (12 Trips @ 0.485/mile; 180 miles roundtrip)	$1,050.00
Mail (certified mail)	$ 400.00
Bid Documents 30 sets @ $100/set)	$3,000.00
Distribute Documents (30 sets @$30.00)	$ 900.00
Soil Borings	$1,000.00
TOTAL REIMBURSABLE EXPENSES	**$6,350.00**

OVERHEAD @ 160 %	$19,554.80
PROFIT @ 31	$ 9,850.75
TOTAL LABOR	**$28,405.55**
TOTAL REIMBURSABLE EXPENSES	**$ 6,350.00**
TOTAL COST	**$35,755.55**
	USE $35,756.00

ATTACHMENT NO. 5

As a minimum, the following information must appear on each engineering invoice/bill to project Owners expecting loan or grant reimbursement from the VT FED

Engineering Consultant's Letterhead

To: _____ Date _____
_____ Payment Request No._____
_____ Engineer Invoice No. _____
_____ Billing period: _____ to _____

Project #: Project Title: _____
State Loan and/or Grant No.: _____

List all engineering service categories as they appear in the approved Agreement. If a lump sum (LS) fee, identify the total $ for each service, the total previously billed, the amount due this billing period and the % complete including this billing. If a not-to-exceed (NTE) fee, identify personnel, hourly billing rate, hours and reimbursable expenses. If under a single service category there are multiple line item services with corresponding NTE amounts, all line item services must be listed and tracked monthly to reflect the amount previously billed, amount due this period, total amount to date and % complete of line item based on the amount identified in the agreement

Engineering Step & Service Summary*

Agreement date:_____

Step I Phase	**Previously Billed**	**Due this period**	**Total to date**	**%**
Feasibility Study and Report Agreement: $ _____ (LS)	$_____	$ _____	$ _____	___
Other: List each service, $ __ (LS or NTE)	$_____	$ _____	$ _____	___
Amendments: List each service, $ __ (LS or NTE)	$_____	$ _____	$ _____	___
Preliminary Design: Agreement: $ _____ (LS or NTE)	$_____	$ _____	$ _____	___
Other: List each service, $ ___ (LS or NTE)	$_____	$ _____	$ _____	___
Amendments: List each service, $ ___ (LS or NTE)	$_____	$ _____	$ _____	___
==========				
TOTAL Step I Phase	**$ _____**	**$ _____**	**$_____**	**___**

As a minimum, the following information must appear on each engineering invoice/bill to project Owners expecting loan or grant reimbursement from the VT FED

Agreement date:_____

Step II Phase	**Previously Billed**	**Due this period**	**Total to date**	**%**
Final Design				
Agreement: $ _____(LS)	$_____	$ _____	$ _____	___
Other:				
List each service, $ ___ (LS or NTE)	$_____	$ _____	$ _____	___
Amendments:				
List each service, $ ___ (LS or NTE)	$_____	$ _____	$ _____	___
TOTAL Step II Phase	**$ _____**			
	TOTAL	**$ _____**	**$_____**	**___**

Agreement date:_____

Step III Phase **	**Previously Billed**	**Due this period**	**Total to date**	**%**
Bidding Services				
$ _____ (LS or NTE)	$_____	$ _____	$ _____	___
Construction Basic (including 1 year performance evaluation and 11th month inspection when required)				
$ _____ (LS)	$_____	$ _____	$ _____	___
Resident Project Representative:				
$ _____ (NTE)	$_____	$ _____	$ _____	___
Other:				
List each service, $ ___ (LS or NTE)	$_____	$ _____	$ _____	___
Amendments:				
List each service, $ ___ (LS or NTE)	$_____	$ _____	$ _____	___
TOTAL Step III Phase	**$ _____**	**$ _____**	**$_____**	**___**

***Sub-consultant and other services:** provide the same billing/invoice information under the appropriate engineering service listing and attach a copy of their bill/invoice. (Note: allowable engineer mark-up NTE 8%)

**** Construction Contract –** Date of issuance of the "Notice to Proceed": _____

Original Construction Contract Completion date: _____

Latest Amended Construction Contract Completion date: _____

Certification statement: I certify that the services provided during this billing period are, to the best of my knowledge and belief, in accordance with the Agreement and any Amendments executed by the Owner and Engineer and as approved for funding by the State of Vermont. By: _____

(Engineer's signature)

ATTACHMENT NO. 6

TERMS AND CONDITIONS

Extent of Agreement: This Agreement comprises the final and complete agreement between the Owner and the ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Owner and the ENGINEER.

1. **Billings/Payments:** Invoices will be submitted monthly by the ENGINEER, in the format required by the Vermont DEC/FED, to the OWNER for all services provided and expenses incurred to date and, unless other mutually satisfactory arrangements have been made between the OWNER and the ENGINEER, are due upon receipt. The invoices shall be considered past due if not paid within sixty (60) days after the invoice date and the ENGINEER may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. If the OWNER fails to make payments when due or otherwise is in breach of this AGREEMENT and any fully executed Amendments, the ENGINEER may suspend performance of services upon five (5) calendar day notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER caused by any breach of this AGREEMENT and any fully executed Amendments by the OWNER. If the OWNER fails to make payment to the ENGINEER in accordance with the payment terms herein, this shall constitute a material breach of this AGREEMENT and shall be cause for termination by the ENGINEER. Payment of invoices is in no case subject to unilateral discounting or set-offs by the OWNER, and payment is due regardless of suspension or termination of the AGREEMENT by either party.

2. **Standard of Care:** Services provided by the ENGINEER under this agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and under their licensure by the State of Vermont.

3. **Termination:** The OWNER or the ENGINEER may suspend the Agreement upon giving seven (7) calendar days written notice. This AGREEMENT and any fully executed Amendments may be terminated upon no less than thirty (30) calendar days prior written notice by either party. In the event of termination by written notice, the OWNER shall pay the ENGINEER for all services rendered to the date of termination, all reimbursable expenses, and may include reasonable termination expenses if the termination is initiated by the OWNER.

4. **Access to Site:** Unless otherwise stated, the ENGINEER will have safe and legal access to the Site for activities necessary for the performance of the services. The ENGINEER will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. Arrangements and/or permission for access to the site shall be made by the OWNER unless otherwise stated. The OWNER shall provide for the ENGINEER's right to enter the property owned by the OWNER and/or others in order for the ENGINEER to fulfill the scope of services included hereunder. The OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT or any fully executed Amendments.

5. **Buried Utilities:** The ENGINEER and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by the ENGINEER or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The OWNER recognizes that the research may not identify all underground improvements and that the information upon which the ENGINEER relies may contain errors or may not be complete. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the ENGINEER and anyone for whom the ENGINEER may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the ENGINEER.

6. **Timeliness:** The ENGINEER will perform its services with due and reasonable diligence consistent with sound professional practices.

7. **Delays:** The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control. When such delays beyond the ENGINEER's reasonable control occur, the CLIENT agrees that the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this AGREEMENT or fully executed Amendment.

8. **Hidden Conditions:** A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the ENGINEER has reason to believe that such a condition may exist, the ENGINEER shall notify the OWNER who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If the OWNER fails to authorize such investigation or correction after due notification, or the ENGINEER has no reason to believe that such a condition exists, the OWNER is responsible for all risks associated with this condition, and the ENGINEER shall not be responsible for the existing condition nor any resulting damages to persons or property.

9. **Hazardous Materials:** Unless specifically agreed upon prior to the commencement of service, the ENGINEER shall have no responsibility for the discovery, presence,

handling, removal, disposal of, or exposure of persons to hazardous materials of any form.

10. **Subconsultants:** The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so.

11. **Ownership of Documents:** All documents produced by the ENGINEER under this AGREEMENT and any fully executed Amendment(s) shall remain the property of the ENGINEER and will not be used by the OWNER for any other endeavor without the consent of the ENGINEER. The OWNER has, and will retain the right to use the documents for all project purposes. The OWNER shall indemnify and hold harmless the ENGINEER for any re-use, mis-use or alteration of said documents.

12. **Additional Services:** Services not explicitly detailed in this AGREEMENT or fully executed Amendment(s) will not be provided without the OWNER's prior written authorization.

13. **Unauthorized Changes:** In the event that the OWNER consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are not approved in writing by the ENGINEER, the OWNER recognizes that such changes and results thereof are not the responsibility of the ENGINEER. Therefore, the OWNER agrees to release the ENGINEER from any liability arising from the construction, use, or result of such changes.

14. **Code Compliance:** The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this AGREEMENT and any fully executed Amendment(s). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this AGREEMENT.

15. **Information Provided by Others:** The OWNER shall furnish, at the OWNER's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT or any fully executed Amendment(s). The ENGINEER may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

16. **Opinions of Probable Cost:** In providing opinions of probable cost (formerly referred to as cost estimates), the Owner understands that the ENGINEER has no control over the contractor's methods of pricing, or the cost of materials and labor, and that such opinions are provided on the basis of the ENGINEER's experience and qualifications. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

17. **Indemnifications:** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, to the extent caused by the ENGINEER's negligent performance of professional services under this AGREEMENT and fully executed Amendment(s), and that of its sub-consultants or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively, ENGINEER) against all damages, liabilities or costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

~~18. **Professional Liability Insurance:** The ENGINEER will maintain and provide evidence of Professional Liability Insurance in the amount not less than $ 250,000 covering services to be provided under this Agreement and any duly executed Amendments.~~

~~19. **Insurances:** Before commencing work on this contract the ENGINEER will provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the ENGINEER to maintain current certificates of insurance on file with the OWNER through the term of the contract.~~

~~a. Workers Compensation: With respect to all operations performed, the ENGINEER shall carry workers compensations insurance in accordance with the laws of the State Of Vermont.~~

~~b. General Liability and Property Damage: With respect to all operations under the contract, the ENGINEER shall carry general liability insurance having all major divisions of coverage including, but not limited to:~~
~~Premises – Operations~~
~~Independent Contractor's Protective~~
~~Products and Completed Operations~~
~~Personal Injury Liability~~
~~Contractual Liability~~

~~The policy shall be on an occurrence form and limits shall not be less than:~~
~~$ 1,000,000 per Occurrence~~
~~$ 1,000,000 General Aggregate~~
~~$ 1,000,000 Products/ Completed Product Aggregate~~
~~$ 50,000 Fire Legal Liability~~

~~c. Automotive Liability: The ENGINEER shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limit of coverage shall not be less than:~~

~~- $ 1,000,000 Combined Single Limit.~~

~~No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the ENGINEER for the ENGINEER's operations. These are solely minimums that have been set to protect the interests of the OWNER.~~

20. **Dispute Resolution:** Any claim or dispute between the OWNER and the ENGINEER shall be negotiated in good faith for a period of 30 days from the date of written notice served by either party prior to exercising their rights under law.

21. **Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

22. **Electronic Files:** The OWNER acknowledges that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files without the prior written consent of the ENGINEER. Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ENGINEER and the ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files. The ENGINEER will provide upon request from the State of Vermont, electronic files relating to services performed under this Agreement. Record Drawings will be provided to the State in digital format (CD).

23. **Severability:** Any provision of this AGREEMENT and any fully executed Amendment(s) later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

24. **Governing Law:** The OWNER and the ENGINEER agree that all disputes arising out of or in any way connected to this Agreement and any fully executed Amendment(s), its validity, interpretation and performance, and remedies for breach

of contract, or any other claims related thereof shall be governed by the laws of the State of Vermont.

25. **Assignment:** Neither party to this AGREEMENT and any fully executed Amendment(s) shall transfer, sublet or assign any rights under or interest (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

26. **Job-Site Safety:** Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction site, shall relieve the Construction Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents, and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity, or their employees in connection with their work, or any health or safety precautions. The OWNER agrees that the Construction Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Construction Contractor. The OWNER also agrees that the OWNER, the ENGINEER, and the ENGINEER's consultants shall be indemnified and shall be made additional insured under the Construction Contractor's general liability insurance policy.

END OF ATTACHMENT NO. 6

ATTACHMENT NO. 7
DRAFT

CITY OF BURLINGTON ADDITIONAL TERMS AND CONDITIONS

1. Compliance with Laws:

The ENGINEER shall comply with all applicable Federal, State and local laws including but not limited to:

- Burlington Livable Wage Ordinance, Ch. 21, Article VI
- Burlington Outsourcing Ordinance, Ch. 21, Article VII
- Burlington Union Deterrence, Ch. 21, Article VIII

This includes submission of notarized certification forms provided by the OWNER for each fiscal year that the project is underway.

2. Relationship:
The parties agree that the ENGINEER is an independent ENGINEER. To that end, the ENGINEER shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The OWNER shall provide the ENGINEER with no specific instructions or training in how to provide the required services, except to the extent required by law or regulation. The CONTRACTOR shall provide its own tools, materials or equipment. The parties agree that neither the ENGINEER nor its Principal is an employee of the OWNER or any of its departments, agencies, or related entities. The parties also agree that neither the ENGINEER nor its Principal is entitled to any employee benefits from City. ENGINEER understands and agrees that it and its Principal have no right to claim any benefits under the OWNER's Employee Retirement System, OWNER's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by the OWNER. The ENGINEER agrees to execute any certifications or other documents and provide any certificates of insurance required by OWNER and understands that this contract is conditioned on its doing so, if requested.

The ENGINEER understands and agrees that it is responsible for the payment of all taxes on the above sums and that the OWNER will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

3. **Insurance:**
Prior to beginning any work the ENGINEER shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the CITY. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the CITY, must be received prior to the effective date of the Agreement. The insurance

policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the CITY. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the CITY on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of professional liability and workers compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the ENGINEER's actions or omissions. It is agreed that the liability insurance furnished by the ENGINEER is primary and non-contributory for all the additional insureds.

The ENGINEER is responsible to verify and confirm in writing to the CITY that:

(a) All Sub-consultants, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all Sub-consultants, agents or workers. Sub-consultants must comply with the same insurance requirements as the ENGINEER.

(b) All coverages shall include adequate protection for activities involving hazardous materials.

(c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the ENGINEER for the ENGINEER's operations. These are solely minimums that have been developed and must be met to protect the interests of the CITY.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by the ENGINEER, Sub-consultants, agents or workers, it is the ENGINEER's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

1. General Aggregate	$2,000,000
2. Products-Completed/Operations	$2,000,000
3. Personal & Advertising Injury	$1,000,000
4. Each	$1,000,000
5. Fire Damage (Any one fire)	$ 250,000

6. Med. Expense (Any one	$ 5,000

WORKERS' COMPENSATION: With respect to all operations performed, the ENGINEER shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

(a) Bodily Injury by Accident: $500,000 each accident
(b) Bodily Injury by Disease: $500,000 policy limit, $500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

(a) General. The ENGINEER shall carry architects/engineers/professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

$3,000,000 - Annual Aggregate
$1,000,000 - Per Occurrence

(b) Deductibles. The ENGINEER is responsible for any and all deductibles.

(c) Coverage. Prior to performing any work, the ENGINEER agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the ENGINEER agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

VALUABLE PAPERS INSURANCE: The ENGINEER shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other data relating to the work, whether supplied by the CITY or developed by the ENGINEER, Sub-consultant, worker or agent, in the event of loss, impairment or destruction of these documents. Such coverage shall remain in force until the final plans, and all related materials, have been delivered by the ENGINEER to, and accepted by, the CITY.

The policy shall provide coverage on an each occurrence basis with limits not less than:

Valuable Papers	$10,000
Electronic Data Media	$10,000

AUTOMOBILE LIABILITY: The ENGINEER shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in

connection with the agreement. Each policy shall provide coverage with a limit not less than: $1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:
$1,000,000 Each Event Limit
$1,000,000 General Aggregate Limit

4. **Ownership of the Work**: The ENGINEER agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM, hydrologic and hydraulic or water quality models and other material prepared or collected by the ENGINEER, hereafter referred to as "instruments of professional service", shall become the property of the OWNER as they are prepared and/or developed during execution of the Agreement. The ENGINEER agrees to allow access to all “instruments of professional service” at any time. The ENGINEER shall not copyright any material originating under the Agreement without prior written approval of the OWNER. No publications or publicity of the work, in part or in total, shall be made without the agreement of the OWNER, except that the ENGINEER may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

5. **Subconsultants:** The ENGINEER may use the services of subconsultants with the written approval of the OWNER when, in the ENGINEER’s sole opinion, it is appropriate and customary to do so

END OF ATTACHMENT NO. 7